

IN SENATE OF THE UNITED STATES.

MARCH 20, 1848.

Submitted, and ordered to be printed.

Mr. BALDWIN made the following

REPORT:

[To accompany bill S. No. 173.]

The Committee of Claims, to whom was referred the petition of Columbus Alexander and Theodore Barnard, praying indemnity for loss by the violation, on the part of the government, of their contract for executing the printing of the Navy Department, during the year commencing the 1st of July, 1843, and ending the 30th of June, 1844, having had the same under consideration, report:

That by the 15th section of the act of Congress, approved May 18, 1842, entitled "an act making appropriations for the civil and diplomatic expenses of government for the year 1842," it is provided that "the job printing, stationery and binding of each of the executive departments, shall, until otherwise directed by law, be furnished by contract, proposals for which shall regularly be advertised in the public prints; the classes, character and description of the printing being specified in each advertisement, as far as that can be done, and it being made a condition in all cases, unless otherwise specifically stated in the advertisement, that the work shall be done in the city of Washington; and the contract shall, in each case, so far as the proposals and acceptance shall enable the contract to be made, be given to the lowest bidder, whose bid shall be accompanied with proper testimonials of the ability of the bidder to fulfil his contract." That, pursuant thereto, bids for the printing required by the Navy Department, and its several bureaus, for the year which ended on the 30th day of June, 1844, were duly invited by the Secretary of the Navy, by public advertisement, and, that the petitioners being the lowest bidders therefor, their proposals were accepted; and a contract was duly executed by and between the petitioners and the then Secretary of the Navy, obliging the petitioners to execute all the book and letterpress printing that might be required by the Navy Department and its several bureaus during the year aforesaid, at the prices stipulated in said contract for the printing specified therein, and all other descriptions of printing at rates proportioned thereto.

It appears that the petitioners, with a view to secure to themselves the contract for all the printing that might be required during the year, by the Navy Department or any of its bureaux, bid for an important and expensive portion of it, viz: the Navy Register, so low a price, as to yield no remuneration for its execution; confiding in the obligation of the department, under its contract, to give them the benefit of all the printing it might require, during the year, from which they reasonably expected to derive a fair compensation for their labor, and return for their capital invested in the business. The committee are of opinion that inasmuch as, by their contract, the petitioners were bound to execute all the printing that might be required by the Navy Department, or any of its bureaux, they were justly entitled to all the benefits thereof, and could not be deprived of the same by the employment of others, without a manifest violation of their rights under the contract.

It appears, nevertheless, from the evidence submitted by the petitioners, that the then Secretary of the Navy, Mr. Henshaw, did employ Messrs. Beales & Greene, of Boston, to execute, during that year, printing required by the Navy Department, to the amount of \$2,659 11, which the petitioners were prepared to execute under their contract, and from which they would, in the opinion of the committee, have realized, at the stipulated prices, a remunerating profit on the entire contract.

Believing that the petitioners are justly entitled to remuneration for their loss, the committee recommend the passage of the bill, herewith reported, for their relief.